

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

JEFFREY FARKAS, M.D., LLC, d/b/a
INTERVENTIONAL NEURO ASSOCIATES,

Plaintiff,

-against-

GROUP HEALTH INCORPORATED and
MULTIPLAN INC.,

Defendants.

Index No. _____

SUMMONS

Plaintiff designates
New York County as the
place of trial based
upon Defendants' residence.

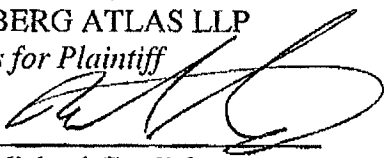
TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED, to answer the Complaint in this action and to serve a copy of your Answer on the Plaintiffs' attorneys within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after the completion of service or service made in any manner other than personal delivery within the State of New York. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: New York, New York
August 15, 2018

SCHWARTZ SLADKUS REICH
GREENBERG ATLAS LLP
Attorneys for Plaintiff

By:



Michael Gottlieb
270 Madison Avenue
New York, New York 10016
(212) 743-7000

Defendants' Addresses:

Group Health Incorporated
441 Ninth Avenue
New York, New York, 10001

MultiPlan Inc.
115 Fifth Avenue
New York, New York, 10003

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COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Jeffrey Farkas, M.D., LLC, d/b/a Interventional Neuro Associates ("Plaintiff"), by and through its attorneys, Schwartz Sladkus Reich Greenberg Atlas LLP, by way of Complaint against Group Health Incorporated ("Defendant GHI"), and MultiPlan Inc. ("Defendant MultiPlan") (collectively, "Defendants"), alleges as follows:

PARTIES

1. Plaintiff is a New Jersey limited liability company registered to do business in the State of New York with a principal place of business at 43 Westminster Avenue, Bergenfield, New Jersey, 07261.

2. Upon information and belief, Defendant GHI is a New York corporation with its principal place of business at 441 Ninth Avenue, New York, New York, 10001.

3. Upon information and belief, Defendant MultiPlan is a New York corporation with its principal place of business at 115 Fifth Avenue, New York, New York, 10003.

FACTUAL BACKGROUND

4. Plaintiff is a medical provider comprised of a team of neurologists who specialize in acute treatment following strokes, brain aneurysms, carotid disease, and vascular problems of the brain, spine, and neck.

5. Plaintiff's doctors perform major brain surgery in emergency, and often lifesaving, situations.

6. Upon information and belief, Defendant GHI is primarily engaged in the business of providing and/or administering health care plans or policies.

7. On May 23, 2017, Plaintiff's physicians performed emergency brain surgery on Defendant GHI's member, Noe S. ("Patient"), in the NYU Langone Medical Center in Brooklyn, New York, after Patient suffered a parietal lobar intracranial hemorrhage, also known as a stroke. (See, OP Report, attached hereto as **Exhibit A.**)

8. Subsequently, Plaintiff submitted a Health Care Financing Administration ("HCFA") medical bill to Defendant GHI demanding payment for the performed treatment in the total amount of \$137,386.77. (See, HCFA, attached hereto as **Exhibit B.**)

9. As an out-of-network provider, Plaintiff does not have a network contract with Defendant GHI that would determine or limit payment for Plaintiff's treatment of Defendant GHI's members.

10. On or around August 23, 2017, Plaintiff received a single-case agreement (hereinafter referred to as the "Agreement") from Defendant MultiPlan to accept \$107,000.00 from Defendant GHI, as payment in full for Plaintiff's medical services. (See, Agreement, attached hereto as **Exhibit C.**)

11. The Agreement specifically indicates that payment would be released "within 4 business days from date of receipt of faxed/digital signature." *Id.*

12. The Agreement further indicates that by accepting \$107,000.00 as payment in full for Plaintiff's services, Plaintiff agrees "not to balance bill the Patient for the difference between the Amount of the Claim/Bill and the Agreed Amount." *Id.*

13. On August 23, 2017, Plaintiff accepted Defendant MultiPlan's proposed Agreement by signing and submitting it to Defendant MultiPlan, as per the instructions set forth in the Agreement.

14. As of November 13, 2017, Plaintiff had still not received any payment from either Defendant for Plaintiff's treatment of Patient.

15. Therefore, on November 13, 2017, Defendant submitted a "First Level Appeal" demanding payment in the amount of \$107,000.00, as delineated in the Agreement that Plaintiff executed on August 23, 2017. (See, First Level Appeal, attached hereto as **Exhibit D.**)

16. On November 17, 2017, Defendant GHI issued payment in the amount of \$5,312.35 for Plaintiff's treatment of Patient.

17. On December 4, 2017, Plaintiff submitted a "Second Level Appeal" emphasizing that the agreed upon reimbursement for the subject treatment was \$107,000.00, and demanding the remaining balance. (See, Second Level Appeal, attached hereto as **Exhibit E.**)

18. For the next several months, Plaintiff corresponded with representatives of each Defendant, attempting to reconcile the outstanding balance.

19. On April 28, 2018, Defendant GHI recouped its prior payment of \$5,312.35 by offsetting a subsequent and unrelated medical claim submitted by Plaintiff.

20. On June 26, 2018, Defendant GHI issued a subsequent payment for Plaintiff's treatment of Patient in the amount of \$9,109.35. (See, **Exhibit F**, attached hereto.)

21. As Plaintiff has not received any additional payments, and the sole prior payment was recouped, the June 26, 2018 payment of \$9,109.35 serves as the total payment issued by Defendants to Plaintiff for the treatment of Patient in this matter.

22. As a result of Defendants' breach of the Agreement, a balance of \$97,890.65 remains due and owing.

First Cause of Action
(Breach of Contract—Against All Defendants)

23. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 22 of the Complaint as though fully set forth herein.

24. The Agreement is a valid and binding contract between Plaintiff and Defendants.

25. Plaintiff performed all of its obligations under the Agreement.

26. Defendants breached the Agreement by failing to pay Plaintiff for the amount due and owing thereunder.

27. Plaintiff has repeatedly demanded that Defendants abide by the terms of the Agreement, and pay the balance owed in the amount of \$97,890.65; however, Defendants have failed and refused to satisfy their obligations pursuant thereto.

28. Plaintiff has incurred, and continues to incur, costs and expenses, including attorneys' fees, in collecting the sums due under the Agreement.

29. As a result, Plaintiff has been damaged in the amount of \$97,890.65 representing the balance due and owing pursuant to the Agreement.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- A. On the First Cause of Action, against all Defendants, for money damages in an amount to be determined at trial, but in no event less than \$97,890.65, together with interest thereon; and
- B. For such other and further relief as the Court may deem just and equitable, including the costs, expenses, and attorneys' fees incurred in prosecuting this action.

Dated: New York, New York
August 15, 2018

SCHWARTZ SLADKUS
REICH GREENBERG ATLAS LLP
Attorneys for Plaintiff

By: 

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New York, New York 10016
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